

**Support Agreement (SA) No. 1  
Performed Under  
Interagency Agreement between General Services Administration,  
Northeast and Caribbean Region  
And  
National Park Service, Northeast Region**

**1. Purpose**

The NPS will assist GSA in selection of a design for the African Burial Ground Exterior memorial through participation on GSA's Source Selection Evaluation Board.

**2. Authority**

This agreement is entered into under the authority of the Economy in Government Act (31 U.S.C. § 1535) and the Historic Sites Act (16 U.S.C. § 461-467). The Economy Act as amended authorizes a Federal Agency to enter into an agreement with another Federal Agency for services, particularly those services which may be rendered in a more convenient and cost-effective manner.

**3. Scope of Work**

NPS will assist GSA and engage the New York public and design community to determine an appropriate and final design for the Exterior Memorial, to be subsequently contracted and constructed by GSA at the African Burial Ground at Foley Square, New York City. NPS participation is guided by the general project parameters as set forth in Phase II of GSA's Exterior Memorial solicitation (December 1997), and commences with the five design finalists that have already been selected by GSA's Source Selection Evaluation Board.

Tasks associated with this work include:

- Meeting and coordinating with GSA management and contracting officials to ensure NPS cognizance of, and access to all information relevant to the solicitation for an appropriate exterior memorial design, and the subsequent deliberations which led to the selection of the five design finalists.
- Meeting and exchanging information as necessary with the individual Memorial Advisors and GSA's Source Selection Evaluation Board (SSEB), as well as adding two NPS members to the existing SSEB.
- Assist GSA in Identifying, planning, and subsequently facilitating an open exchange with a wide representation of the public and NYC design community, to seek input on what is important about, and appropriate for, an Exterior Memorial for the ABG site. Focused public reaction and clarification to the five design finalists will also be provided.

- Consulting with outside experts in order to help inform design modifications and final design selection from among the five finalists. This includes evaluating short and long-term operational and maintenance needs, public safety and security, appropriateness of building materials, adequacy of project engineering, and cost evaluation.
- Participation and coordination with the larger NPS/GSA project team to ensure Exterior Memorial compatibility with the adjacent Interpretive Center project, concurrently underway.

GSA will assist NPS in the performance of this Support Agreement in the following ways:

- GSA will consult with NPS before taking any final actions relating to the subject matter of this agreement.
- GSA will provide timely responses to NPS requests for review, comment, or information.
- GSA will ensure NPS staff access to all associated records and project data, and any other resources necessary for the NPS and partners to perform the work outlined in this Support Agreement.
- GSA will provide appropriate, timely review of draft documents submitted by NPS.

#### **4. Deliverables and Project Schedule**

The following schedule of activities associated with this support agreement is contingent upon the schedule and availability of others including the members of the SSEB, GSA, the design consultant finalists, etc. The schedule will be updated accordingly during the regularly scheduled project management meetings

<b>Oct '03:</b>	Initial meeting with GSA project leadership [trip 1] to obtain information on project history and status.
<b>Dec '03:</b>	Conference Call with SSEB to reconstitute board Start planning for Exterior Memorial Forum
<b>Jan '04:</b>	SSEB Meets; Meeting with ABG Memorial Advisors
<b>Apr '04:</b>	Exterior Memorial Forum Consultants start design revisions



Jun - Aug '04:	Final designs placed on exhibition for public review and comment. Technical professional review of final designs SSEB reviews info from reviews/ selects final design
Sep '04:	Negotiate design modifications with selected designer. Confirm final design. Review GSA contract for construction.
Oct '04:	Construction starts
Nov. '04	Report on Memorial Design process and results completed Negotiate Support Agreement for Exterior Memorial Construction Management

## 5. Funding and Billing

GSA shall provide NPS with the above indicated funds, including appropriate funding information, to perform the work described in this agreement. NPS shall bill GSA quarterly costs incurred and GSA shall reimburse NPS within 30 days of receipt of billing

If the National Park Service forecasts its actual costs to exceed the amount of funds available, it shall promptly notify GSA of the amount of additional funds necessary to complete the work. GSA shall either provide the additional funds to NPS or require that the scope of work be limited to that which can be paid by the then available-funds, or direct termination of the work.

Within 90 days of completion of this support agreement, NPS or GSA shall conduct an accounting to determine the actual costs of the work. Within 30 days of completion of this accounting, the NPS shall return to GSA any funds advanced in excess of the actual costs as then known or GSA shall provide any additional funds necessary to cover the actual costs as then known and authorized.

Each party to this agreement intends to carry out all of its respective commitments and obligations under the terms of this agreement. However, each party to this agreement is subject to an appropriation and/or authorization for funding in order to fulfill such commitments and obligations. Therefore, this SA will automatically terminate if such funding is not furnished or is otherwise not available to either party.

No member of or delegate to Congress shall be admitted to any share or part of this Support Agreement, or to any benefit arising from it.

The Comptroller General of the United States or a duly authorized representative from the General Accounting Office shall, until 3 years after the final payment under this Support Agreement or for any shorter period specified in the Federal Acquisition Regulation (FAR) Subpart 4.7, Contractor Record Retention, have access to examine pertinent books, documents, papers, or other records involving transactions related to this Support Agreement.

## **6. Points of Contact**

### **NPS Technical Points of Contact:**

Keith Everett  
Associate Regional Director  
Resource Stewardship & Science  
NPS—Northeast Regional Office  
200 Chestnut Street, 5th Floor  
Philadelphia, PA 19106  
(215) 597-0137  
(215) 597-0065 fax  
keith\_everett@nps.gov

Dennis Montagna  
Monument Research & Preservation  
Planning & Partnerships Program  
NPS—Northeast Regional Office  
200 Chestnut Street, 3<sup>rd</sup> Floor  
Philadelphia, PA 19106  
(215) 597-5824  
(215) 597-0932 fax  
dennis\_montagna@nps.gov

### **NPS Financial Point of Contact:**

Linda Seifert  
Program Analyst  
Planning, Resource Stewardship and Science  
200 Chestnut Street, 3<sup>rd</sup> Floor  
Philadelphia, PA 19106  
(215) 597-7385  
(215) 597-5747 fax  
linda\_seifert@nps.gov

**NPS Project Management Point of Contact:**

Lloyd Chapman  
Archeologist  
Resource Planning and Compliance  
200 Chestnut Street, 3rd Floor  
Philadelphia, PA 19106  
(215) 597-2334  
(215) 597-5747 fax  
lloyd\_chapman@nps.gov

**GSA Technical Point of Contact:**

Mark Dremel  
African Burial Ground Project Manager  
General Services Administration  
26 Federal Plaza, Room 1639  
New York, New York 10278  
(212) 264-2163  
(212) 264-0556  
mark.dremel@gsa.gov

**GSA Financial Point of Contact:**

Mildred Broughton  
Contracting Officer  
African Burial Ground Project  
General Services Administration  
26 Federal Plaza, Room 1639  
New York, New York 10278  
(212) 264-1898  
(212) 264-0556  
mildred.broughton@gsa.gov

**7. Modification and Amendment of this Support Agreement:**

This Support Agreement may be modified or amended only by written, mutual agreement of the parties. Either party may terminate this Support Agreement by providing written notice to the other party. The termination shall be effective upon the sixtieth calendar day following notice, unless a later date is set forth. In the event of termination, the GSA shall continue to be responsible for all costs incurred by NPS under this Support Agreement and for the costs of closing out or transferring any ongoing contracts.

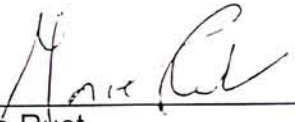
**8. Expiration Date:**

This agreement is effective following its execution by the parties hereto and will be completed by September 30, 2005.

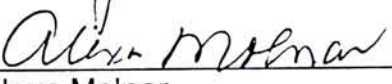


## 9. Signatures:

National Park Service:

  
Marie Rust  
Regional Director, Northeast Region


Date: Jan. 16 2004

  
Alexa Molnar  
Comptroller, Northeast Region  
National Park Service  
200 Chestnut Street, 3<sup>rd</sup> Floor  
Philadelphia, Pennsylvania 19106

General Services Administration

  
Karl Reichelt  
Regional Administrator

Date 1-13-04

  
Alan Greenberg  
Assistant Regional Administrator  
Office of the ARA  
Room 1605  
26 Federal Plaza,  
New York, New York 10278